



# SEABOARD COAST LINE RAILROAD COMPANY

Treasury Department

P. O. Box 27581

RECORDATION NO. 6877-B Filed & Recorded Richmond, Virginia 23261

LEONARD G. ANDERSON  
VICE PRESIDENT AND TREASURER

SEP 10 1976 3 05 PM September 9, 1976

## INTERSTATE COMMERCE COMMISSION

Mr. Robert L. Oswald  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

6-2541022

Date SEP 10 1976

Fee \$ 10

ICC Washington, D. C.

Re: Guarantee to Master Lease Agreement

Dear Mr. Oswald:

I am enclosing for filing and recording under the provisions of Section 20c of the Interstate Commerce Act, as amended, executed counterparts Nos. 1, 2 and 3 of Guaranty Agreement dated as of January 14, 1976, described in detail below, to Master Lease Agreement dated December 27, 1972, between American Financial Leasing & Services Company and Durham and Southern Railway Company, filed and recorded at the Commission at 3:00 PM on January 24, 1973 and assigned Recordation No. 6877. Counterpart No. 3 of the document may be treated as the original and the others as counterparts thereof.

### 1. Names and addresses of the parties to the Guaranty Agreement

- (a) Lessor-Assignor - American Financial Leasing & Services Company, 14 East 4th Street, Cincinnati, Ohio 45202.
- (b) Assignee - The Provident Bank, 1 East Fourth Street, Cincinnati, Ohio 45202.
- (c) Guarantor - Seaboard Coast Line Railroad Company, 3600 West Broad Street, Richmond, Virginia 23230.

RECEIVED  
SEP 10 3 00 PM '76

I.C.C.  
FEE OPERATION

### 2. Description of the Equipment

#### Identifying Marks

"American Financial Leasing & Services Co., Owner and Lessor"

<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R. Mech. Designation</u>	<u>No.</u>	<u>Road Numbers</u>
Diesel Locomotives	2000 H.P. Model No. GP38-2	BB	4	D&S 2000- 2003, both incl.

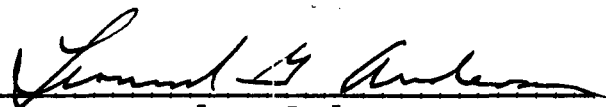
The original counterpart No. 3 of the above-mentioned document should be returned to Mr. Erle J. Zoll, Jr., Seaboard Coast Line Railroad Company, 1000 Connecticut Avenue, N.W., Washington, D. C., acting on my behalf.

I am enclosing this Company's check for \$10.00 dated August 30, 1976, and made payable to the Commission covering the recordation fee for the above-mentioned document.

Very truly yours,

SEABOARD COAST LINE RAILROAD COMPANY

By



Leonard G. Anderson  
Vice President and Treasurer

SEP 10 1976 -3 25 PM

COUNTERPART NO. 2 OF  
3 COUNTERPARTS.INTERSTATE COMMERCE COMMISSION  
GUARANTY AGREEMENT, dated as of January 14th, 1976,

between SEABOARD COAST LINE RAILROAD COMPANY, a Virginia Corporation (hereinafter called the Guarantor), AMERICAN FINANCIAL LEASING AND SERVICES COMPANY, an Ohio corporation (hereinafter called the Lessor) and The Provident Bank, an Ohio Banking corporation (hereinafter called the Bank).

WHEREAS, the Lessor and Durham and Southern Railway Company (hereinafter called the Lessee), entered into a lease of railroad equipment dated December 27, 1972, (hereinafter called the Lease), providing for the leasing by the Lessor to the Lessee of four (4) 2000-HP Model No. GP 38-2 diesel locomotives bearing serial Nos. 2000 through 2003, both inclusive, manufactured by General Motors Corporation (Electro-Motive Division) (hereinafter called the Equipment);

WHEREAS, the Lessor has assigned the Lease to its affiliate, the Bank;

WHEREAS, the Guarantor has entered into a Purchase and Sale Agreement to acquire all of the issued and outstanding capital stock of the Lessee subject to final approval of such acquisition by the Interstate Commerce Commission;

WHEREAS, the Guarantor agrees to assume, as guarantor, as hereinafter provided, all obligations and covenants of the Lessee under the Lease;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, and the covenants hereinafter contained, the parties hereto agree as follows:

1. Subject to final approval by the Interstate Commerce Commission of the acquisition of the issued and outstanding capital stock of Lessee by Guarantor, the Guarantor hereby guarantees to the Lessor the due and punctual payment of the rentals and other payments payable under the Lease, the due and punctual performance

of all obligations of the Lessee under the Lease and guarantees to the Lessor that all sums payable by the Lessee under the Lease will be promptly paid when due, together with interest thereon as therein provided, whether at stated maturity or by acceleration or otherwise, and in case of default by the Lessee in any such obligations or payments, the Guarantor agrees punctually to perform or pay the same, or to pay amounts equal to such rentals or payments, irrespective of any enforcement against the Lessee of any of the rights of the Lessor under the Lease.

2. Subject to final approval by the Interstate Commerce Commission for the acquisition of said stock by Guarantor, the Guarantor hereby agrees that its obligations hereunder shall remain in full force and effect until the Guarantor shall have fully and satisfactorily discharged its obligations hereunder to the Lessor (and shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever) irrespective of the genuineness, validity, regularity or enforceability of the Lease, this Guaranty Agreement or any conduct of the Lessee or any other circumstances which might constitute a legal or equitable discharge of a surety or guarantor and irrespective of any circumstances which might otherwise limit the recourse of the Lessor. The Guarantor hereby waives diligence, presentment, demand for payment, notice of dishonor and protest and notice of assignment of the Lease in whole or in part or of any default thereunder and all notices with respect thereto and all demands whatsoever thereunder and hereunder. No waiver by the Lessor of any of its rights hereunder or under the Lease and no action by the Lessor to enforce any of its rights hereunder or under the Lease or failure to take, or delay in taking, any such action shall affect the obligations of the Guarantor hereunder or thereunder.

3. In the event that the Guarantor shall make any payments to the Lessor on account of its guaranty hereunder, the Guarantor hereby covenants and agrees that it shall not acquire any rights, by subrogation or otherwise, against the Lessee or with respect to any of the Equipment by reason of such payments, all such rights being hereby irrevocably released, discharged and waived by the Guarantor; provided, however, that after payment by the Guarantor to the Lessor of any amounts payable under the Lease, Guarantor shall, by subrogation, be entitled to the rights of the Lessor against the Lessee by reason of and to the extent of such payment.

4. The Guarantor hereby acknowledges that it has received copies of the Lease and is fully aware of all the terms and conditions thereof.

5. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

(Seal)

SEABOARD COAST LINE RAILROAD COMPANY

By

*James M. ...*  
President

Attest:

*H. W. Martens*  
Assistant Secretary H. W. Martens

AMERICAN FINANCIAL LEASING AND SERVICES COMPANY

(Seal)

By

*Robert E. Lutz*  
SVP

Attest:

*Sandra W. Heimann*  
Assistant Secretary

STATE OF OHIO            )  
                              :   SS.  
COUNTY OF HAMILTON )

On this 23rd day of August, 1976, before me personally appeared ROBERT C. LINTZ and SANDRA W. HEIMANN, to me personally known, who, being by me duly sworn says that he is the Senior Vice President and she is the Secretary of AMERICAN FINANCIAL LEASING & SERVICES CO., and that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and they acknowledged that the execution and sealing of the foregoing instrument was the free act and deed of said Corporation.

  
NOTARY PUBLIC

BARBARA A. BORMAN  
Notary Public, Hamilton County, Ohio  
My Commission Expires Aug. 16, 1980

STATE OF FLORIDA )  
                              :   SS.  
COUNTY OF DUVAL    )

On this 2nd day of September, 1976, before me personally appeared PRIME F. OSBORN and H. W. MARTENS, to me personally known, who, being duly sworn say that they are President and Assistant Secretary, respectively, of SEABOARD COAST LINE RAILROAD COMPANY, and that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and they acknowledged that the execution and sealing of the foregoing instrument was the free act and deed of said Corporation.

  
NOTARY PUBLIC

Notary Public, State of Florida at Large  
My Commission Expires July 17, 1978  
Bonded by American Fire & Casualty Co.

(SEAL)